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8 Attorneys for Plaintiff  
9 NORTH AMERICAN CAPACITY  
INSURANCE COMPANY

10 [Additional counsel on signature page]

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
13

14 IRONSHORE SPECIALTY  
15 INSURANCE COMPANY,

16 Plaintiff,

17 vs.

18 UNIVERSITY OF SOUTHERN  
CALIFORNIA and GEORGE M.  
19 TYNDALL,

20 Defendants.

21 CERTAIN UNDERWRITERS AT  
LLOYD'S, LONDON, SUBSCRIBING  
22 TO FOLLOW FORM EXCESS  
LIABILITY POLICY NO.  
23 PHI1706285, et al,

24 Plaintiff,

25 vs.

26 UNIVERSITY OF SOUTHERN  
CALIFORNIA, et al.,

27 Defendant.  
28

Case No.: 2:21-cv-01272-DDP (ASx)

**STIPULATION TO CONSOLIDATE  
ACTIONS AND REQUEST TO  
CONTINUE JUNE 5, 2023  
SCHEDULING CONFERENCE**

Case No.: 2:22-cv-03184-DDP (ASx)

1 NORTH AMERICAN CAPACITY  
INSURANCE CORPORATION,

2 Plaintiff,

3 v.

4 UNIVERSITY OF SOUTHERN  
5 CALIFORNIA, and GEORGE M.  
6 TYNDALL,

7 Defendants.

Case No.: 2:23-cv-02975-DDP (ASx)

8 Plaintiffs Ironshore Specialty Insurance Company (“**Ironshore**”), Certain  
9 Underwriters at Lloyd’s, London, Subscribing to Follow Form Excess Liability  
10 Policy No. PHI 1706285 and Certain Underwriters at Lloyd’s, London, Subscribing  
11 to Follow Form Excess Liability Policy No. PHI 1706286 (“**Lloyd’s**”), and North  
12 American Capacity Insurance Corporation (“**NACIC**”) (collectively, “**Plaintiffs**”)  
13 and Defendants University of Southern California (“**USC**”) and Dr. George Tyndall  
14 (“**Dr. Tyndall**”), by and through the undersigned counsel, hereby stipulate and  
15 agree as follows:

16 **RECITALS**

17 WHEREAS, Plaintiffs issued certain excess healthcare professional liability  
18 policies for the period July 1, 2017 through July 1, 2018 to USC (the “Policies”) that  
19 are all part of the same “tower” of insurance;

20 WHEREAS, Plaintiffs filed related actions (the “Actions”) against USC  
21 and Dr. Tyndall seeking (a) declarations that they are not obligated, in whole or  
22 in part, to provide coverage under the Policies for claims brought against  
23 Defendants by alleged victims of sexual assault and other misconduct by Dr.  
24 Tyndall (the “Tyndall Claims”); (b) reimbursement of payments made under the  
25 Policies on the Tyndall Claims; and/or (c) rescission of the Policies.

26 WHEREAS, the Actions are identified below:

27 1. *Ironshore Specialty Insurance Company v. University of Southern*  
28 *California and George M. Tyndall*, United States District Court for the Central

1 District of California Case No. 2:21-cv-1272-DDP (ASx), filed on February 11,  
2 2021 (the “Ironshore Action”);

3 2. *Certain Underwriters at Lloyd's, London, Subscribing to Follow*  
4 *Form Excess Liability Policy No. PH1706285; and Certain Underwriters at*  
5 *Lloyd's, London, Subscribing to Follow Form Excess Liability Policy No.*  
6 *PH1706286 v. University of Southern California and George M Tyndall*, United  
7 States District Court for the Central District of California Case No. 2:22-cv-  
8 03184-DDP (ASx), filed on May 10, 2022 (the “Lloyd’s Action”); and

9 3. *North American Capacity Insurance Corporation v. University of*  
10 *Southern California and George M Tyndall*, United States District Court for the  
11 Central District of California Case No. 2:23-cv-02975-DDP (ASx) filed on  
12 April 20, 2023 (the “NACIC Action”);

13 WHEREAS, Rule 42 (a) of the Federal Rules of Civil Procedure permits the  
14 Court to consolidate actions pending before it if those actions involve a “common  
15 question of law or fact”;

16 WHEREAS, Plaintiffs, Defendant USC, and Defendant Dr. Tyndall seek to  
17 consolidate the Actions pursuant to Federal Rule of Civil Procedure 42 for all  
18 purposes because they assert similar claims and raise similar questions of fact and  
19 law. Consolidating the Actions would serve the interest of judicial economy and  
20 consolidation will not cause delay, confusion or prejudice. (*See In re Oreck Corp.*  
21 *Halo Vacuum & Air Purifiers Mktg. & Sales Practices Litig.*, 282 F.R.D. 486, 490  
22 (C.D. Cal. 2012));

23 WHEREAS, the parties also wish to correct the captions of the Actions  
24 because Dr. Tyndall’s middle initial is R, not M.

### 25 **STIPULATION**

26 **NOW, THEREFORE, IT IS HEREBY STIPULATED** by and among  
27 Plaintiffs, Defendant USC, and Defendant Dr. Tyndall, through their respective  
28 counsel of record, as follows:

1           1.     The Actions share common questions of law and fact such that  
2 consolidation of the Actions for all purposes would serve the interest of judicial  
3 economy;

4           2.     Plaintiffs, Defendant USC, and Defendant Dr. Tyndall desire to  
5 continue the Scheduling Conference currently set in the Ironshore Action and the  
6 Lloyd's Action for June 5, 2023 at 11:00 a.m. to July 10, 2023, or at a date that is  
7 convenient for the Court, and have the Scheduling Conference apply to all three of  
8 the Actions, *i.e.*, the Ironshore Action, the Lloyd's Action, and the NACIC Action.  
9 Counsel for Lloyd's are unavailable July 17, 2023 through August 4, 2023, and  
10 therefore request that the Scheduling Conference be held after that timespan if the  
11 Conference cannot go forward on July 10, 2023;

12           3.     Plaintiffs, Defendant USC, and Defendant Dr. Tyndall stipulate that the  
13 same orders as set forth in the February 27, 2023 Minute Order entered in the docket  
14 of the Ironshore Action at ECF No. 108 shall also apply to the NACIC Action;

15           4.     Plaintiffs, Defendant USC, and Defendant Dr. Tyndall stipulate that the  
16 captions of the Actions shall be corrected to identify Dr. Tyndall as George R.  
17 Tyndall; and

18           5.     Nothing herein precludes any party from moving in the future for an  
19 order for a separate trial.

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21           **IT IS SO STIPULATED.**  
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28

1 DATED: May 30, 2023

SEVERSON & WERSON  
A Professional Corporation

2  
3  
4 By: /s/ Elizabeth L. Dolter  
5 ELIZABETH L. DOLTER

6 Attorneys for Plaintiff NORTH AMERICAN  
7 CAPACITY INSURANCE COMPANY

8 DATED: May 30, 2023

KLINEDINST PC

9  
10  
11 By: /s/ Paul H. Burleigh  
12 PAUL H. BURLEIGH

13 Attorneys for Plaintiff IRONSHORE  
14 SPECIALTY INSURANCE COMPANY

15 DATED: May 30, 2023

HANGLEY ARONCHICK SEGAL PUDLIN  
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18 By: /s/ Ronald P. Schiller  
19 RONALD P. SCHILLER (pro hac vice)  
20 SHARON F. MCKEE (pro hac vice)  
21 THOMAS N. BROWN (pro hac vice)

22 Attorneys for Plaintiff IRONSHORE  
23 SPECIALTY INSURANCE COMPANY  
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28

1 DATED: May 30, 2023

HAIGHT BROWN & BONNESTEEL LLP

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3  
4 By: /s/ Denis J. Moriarty  
5 DENIS J. MORIARTY  
6 GARY L. LAHENDRO

7 Attorneys for Plaintiffs CERTAIN  
8 UNDERWRITERS AT LLOYD'S LONDON,  
9 SUBSCRIBING TO FOLLOW FORM  
10 EXCESS LIABILITY POLICY NO.  
11 PH1706285 AND CERTAIN  
12 UNDERWRITERS AT LLOYD'S LONDON,  
13 SUBSCRIBING TO FOLLOW FORM  
14 EXCESS LIABILITY POLICY NO.  
15 PH1706286

13 DATED: May 30, 2023

TAYLOR DEMARCO LLP

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16 By: /s/ N. Denise Taylor  
17 N. DENISE TAYLOR

18 Attorneys for DEFENDANT GEORGE M.  
19 TYNDALL

20 DATED: May 30, 2023

ISAACS | FRIEDBERG LLP

21  
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23 By: /s/ Jerome H. Friedberg  
24 JEROME H. FRIEDBERG

25 Attorneys for DEFENDANT UNIVERSITY  
26 OF SOUTHERN CALIFORNIA  
27  
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1 **PROOF OF SERVICE**

2  
3 At the time of service, I was over 18 years of age and not a party to this  
4 action. I am employed in the County of San Francisco, State of California. My  
business address is 595 Market Street, Suite 2600, San Francisco, CA 94105.

5 On May 30, 2023, I served true copies of the following document(s):

6 **STIPULATION TO CONSOLIDATE ACTIONS AND REQUEST TO**  
7 **CONTINUE JUNE 5, 2023 SCHEDULING CONFERENCE**

8 on the interested parties in this action as follows:

9 **SEE ATTACHED SERVICE LIST**

10 **BY E-MAIL:** I caused a copy of the document(s) to be sent from e-mail  
address tmp@severson.com to the persons at the e-mail addresses listed in the  
11 Service List. The document(s) were transmitted, and I did not receive, within a  
reasonable time after the transmission, any electronic message or other indication  
12 that the transmission was unsuccessful.

13 I declare under penalty of perjury under the laws of the United States of  
America that the foregoing is true and correct and that I am employed in the office  
14 of a member of the bar of this Court at whose direction the service was made.

15 Executed on May 30, 2023, at Petaluma, California.

16 

17 

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Tiffany M. Pierce

**SERVICE LIST**

***North American Capacity Insurance Corporation v. University of Southern California and George M Tyndall, Case No. 2:23-cv-02975-DDP (ASx)***

***Ironshore Specialty Insurance Company v. University of Southern California Case No. 2:21-cv-01272-DDP (ASx)***

***Certain Underwriters at Lloyd's, London, Subscribing to Follow Form Excess Liability Policy No. PH1706285 and Certain Underwriters at Lloyd's, London, Subscribing to Follow Form Excess Liability Policy No. PH1706286 v. University of Southern California and George M Tyndall, Case No. 2:22-cv-03184-DDP (ASx)***

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